

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF TEXAS

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as
trustee, as successor-in-interest to U.S.
Bank National Association, as
indenture trustee for the holders of the
CIM Trust 2020-R6, mortgage-backed
notes, Series 2020-R6,**

CIVIL ACTION NO. 1:24-CV-519-MAC

Plaintiff,

versus

MELONIE GODEAUX, JOSHUA
GODEAUX, JUSTIN GODEAUX,
WINTER FERRARO, HAYLEY
GODEAUX, and TAMATHA
HAYNES, as guardian of K.G., a
minor,

Defendants.

**ORDER ADOPTING THE REPORT AND
RECOMMENDATION OF THE UNITED STATES MAGISTRATE JUDGE**

In dispute in this case is the ownership of real property located at 580 East Tram Road, Vidor, Texas 77662 (“the Property”). (#1, ¶ 10.) On December 23, 2024, Plaintiff U.S. Bank Trust Company, National Association, as trustee, as successor-in-interest to U.S. Bank National Association, as indenture trustee for the holders of the CIM Trust 2020-R6, mortgage-backed notes, Series 2020-R6, filed suit against Defendants, alleged heirs to decedents Gloria D. Godeaux and Patrick V. Godeaux, the gravamen of which is U.S. Bank Trust Company’s request to be declared the rightful owner of the Property in order to proceed with a foreclosure sale pursuant to a Loan Agreement executed by decedents. *See* (#1.) The court referred (#11) this

case to the Honorable Christine L. Stetson, United States Magistrate Judge, to conduct all pretrial proceedings, to enter findings of fact and recommend disposition on case-dispositive matters, and to determine non-dispositive matters. *See* 28 U.S.C. § 636(b)(1); E.D. TEX. LOC. R. CV-72.

On December 31, 2024, U.S. Bank Trust Company filed a Motion for Entry of Agreed Order as to Defendant Tamatha Haynes as Guardian of K.G. a Minor. (#8.) On February 21 and 24, 2025, respectively, U.S. Bank Trust Company filed identical motions as to Defendants Winter Ferraro (#15) and Melonie Godeaux (#16). Each motion is accompanied by a proposed Agreed Order that is signed by both U.S. Bank Trust Company and the respective Defendant that resolves all claims between the parties. (#8-1, #15-1, #16-1.) The terms of the three proposed Agreed Orders are identical. (#8-1, #15-1, #16-1.) On March 19, 2025, the Magistrate Judge entered a Report and Recommendation (#21) finding the three proposed Agreed Orders meritorious and advising the court to grant U.S. Bank Trust Company's three motions (#8, #15, #16). Objections to the report were due April 2 and 7, 2025. To date, the parties have not filed objections to the current report.

The court received and considered the Report and Recommendation of the United States Magistrate Judge pursuant to such referral, along with the record, pleadings, and all available evidence. After careful review, the court finds that the findings of fact and conclusions of law of the United States Magistrate Judge are correct.

Accordingly, the Report and Recommendation of the United States Magistrate Judge (#21) is **ADOPTED**. Plaintiff U.S. Bank Trust Company's Motion for Entry of Agreed Order as to Defendant Tamatha Haynes as Guardian of K.G. a Minor (#8), Motion for Entry of Agreed Order as to Defendant Winter Ferraro (#15), and Motion for Entry of Agreed Order as to

Defendant Melonie Godeaux aka Melonie Bowen (#16) are **GRANTED**. The parties' proposed Agreed Orders (#8-1, #15-1, #16-1) are **ACCEPTED**. In so doing, however, the court will not declare Plaintiff U.S. Bank Trust Company's entitlement to an undetermined award of attorney's fees and costs, as is requested in the proposed Agreed Orders. (#8-1 at 3, #15-1 at 3, #16-1 at 3.) Nor will the court enter final judgment until Plaintiff U.S. Bank Trust Company's claims against remaining Defendants Joshua Godeaux, Justin Godeaux, and Hayley Godeaux are resolved. Rather, Plaintiff U.S. Bank Trust Company may file one motion for attorney's fees and costs upon the request for final judgment for the court to properly consider and award such relief.

Furthermore, it is **ORDERED, ADJUDGED, and DECREED**:

(1) That an event of default has occurred on that certain Disclosure Statement, Note, and Security Agreement (hereinafter the "Note") executed on or about April 2, 2007, by Gloria D. Godeaux and Patrick V. Godeaux ("Borrowers") originally payable to CitiFinancial, Inc., in the principal amount of \$42,336.91 bearing an annual interest rate of 12.50%;

(2) That the Deed of Trust Secured by Homestead executed by Borrowers (the "Security Instrument" and together with the Note, "Loan Agreement") and recorded on October 22, 2007, in the Official Public Records of Orange County, Texas as Document No. 319607, provides Plaintiff U.S. Bank Trust Company, as the current owner of the Note and mortgagee of the Security Instrument, in the event of a default on the obligations on the Note, with a first lien security interest on certain real property commonly known as 580 East Tram Road, Vidor, Texas 77662 (the "Property"), and more particularly described as follows:

a. FIELD NOTES FOR THE WEST 1/2 OF THAT LAND DESCRIBED IN VOLUME 444 PAGE 340, DEED RECORDS OF ORANGE COUNTY, TEXAS. BEING THE WEST ONE-HALF OF THAT CERTAIN ONE ACRE TRACT OUT OF THE GEORGE LOCKS ESTATE, ET AL, SUBDIVISION OF T. H. BREECE SURVEY, A-3, ORANGE COUNTY, TEXAS, AS RECORDED IN VOLUME 444 PAGE 340 DEED RECORDS OF ORANGE COUNTY TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 150 ACRE LOCKE ESTATE TRACT, IN THE NORTH LINE OF THE T. H. BREECE SURVEY, A-3: THENCE EAST 530 FEET TO THE EAST SIDE OF THE OLD VIDOR EVADALE ROAD: THENCE SOUTH 10 DEGREES 02 MINUTES EAST 40 FEET TO THE SOUTH EDGE OF TRAM ROAD: THENCE EAST WITH THE SOUTH EDGE OF SAID TRAM ROAD 2603 FEET TO THE NORTHWEST AND BEGINNING CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE NORTHEAST CORNER OF THE R. L MILLER TRACT: THENCE SOUTH 222 FEET, (218 CALLED) TO AN IRON ROD FOR CORNER: THENCE EAST 100 FEET TO AN IRON ROD FOR CORNER: THENCE NORTH 222 FEET, (218 CALLED) TO AN IRON ROD FOR CORNER IN THE SOUTH LINE OF TRAM ROAD: THENCE WEST 100 FEET TO THE POINT OF BEGINNING, CONTAINING 0.51 ACRES (0.50 CALLED);

(3) That Plaintiff U.S. Bank Trust Company is the current legal owner and holder

of the Note and beneficiary of the Security Instrument. Plaintiff U.S. Bank Trust

Company is also a mortgagee as that as that term is defined in section 51.0001(4)

of the Texas Property Code;

(4) That an event of default has occurred on the Note and Plaintiff U.S. Bank

Trust Company has an enforceable and superior lien against any interest by

Defendants Tamatha Haynes, as Guardian of K.G. a Minor, Winter Ferraro, and

Melonie Godeaux in the Property;

(5) That the following are secured by the Security Instrument on the Property: the

outstanding balance of the Note, including attorney's fees; pre-judgment interest

at the Note interest rate of 12.50%; post-judgment interest at the Note interest

rate of 12.50%; and costs of court;

(6) That due to the event of default on the Note, Plaintiff U.S. Bank Trust

Company, or its successors or assigns, may enforce the Security Instrument

against the Property through a non-judicial foreclosure as provided in the Loan

Agreement and the Texas Property Code § 51.002;

(7) That should Plaintiff U.S. Bank Trust Company proceed with foreclosure on

the Property then the purchaser at the foreclosure sale will be vested with all of

Defendants Tamatha Haynes's, as Guardian of K.G., a Minor, Winter Ferraro's,

and Melonie Godeaux's interest, rights, and title in the Property;

(8) That Defendants Tamatha Haynes, as Guardian of K.G., a Minor, Winter

Ferraro, and Melonie Godeaux may claim excess proceeds if any are available

after the foreclosure sale;

(9) That the Agreed Orders fully and finally resolve all claims between Plaintiff U.S. Bank Trust Company and Defendants Tamatha Haynes, as Guardian of K.G., a Minor, Winter Ferraro, and Melonie Godeaux. Plaintiff U.S. Bank Trust Company's claims against remaining Defendants are still pending before the court.

SIGNED at Beaumont, Texas, this 21st day of May, 2025.



MARCIA A. CRONE
UNITED STATES DISTRICT JUDGE